IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

IN THE MATTER OF THE COMPLAINT OF CENTRAL CONTRACTING & MARINE, INC., FOR EXONERATION FROM, OR LIMITATION OF, LIABILITY.	)))))	Case No. 4:15-cv-01111-HEA In Admiralty

TRAVELERS INDEMNITY COMPANY OF AMERICA'S ANSWER, AFFIRMATIVE DEFENSES, AND CLAIM

COMES NOW Claimant, Travelers Indemnity Company of America ("Travelers" or "Claimant"), by and through its undersigned counsel, as and for its Answer, Affirmative Defenses, and Claim to Petitioner Central Contracting & Marine, Inc.'s ("Petitioner")'s First Amended Complaint for Exoneration from Limitation of Liability dated July 21, 2015 ("Complaint") , states as follows:

1. The allegations contained in Paragraph 1 consist of legal conclusions to which no response is required.

2. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 2 of the Complaint.

3. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 3 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 3 of the Complaint.

4. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 4 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 4 of the Complaint.

5. Travelers denies the allegations contained in Paragraph 5 of the Complaint.

6. Travelers admits the allegations contained in Paragraph 6 of the Complaint.

7. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 7 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 7 of the Complaint; moreover, to the extent the allegations set forth in Paragraph 7 consist of legal conclusions, no response to those allegations is required.

8. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 8 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 8 of the Complaint.

9. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 9 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 9 of the Complaint.

10. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 10 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 10 of the Complaint

11. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 11 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 11 of the Complaint.

12. Travelers admits that Mr. Pigue died. Travelers is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in

Paragraph 12 and, therefore, Travelers denies each and every remaining allegation contained in Paragraph 12 of the Complaint.

13. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 13 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 13 of the Complaint.

14. Travelers denies each and every allegation contained in Paragraph 14 of the Complaint.

15. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 15 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 15 of the Complaint.

16. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 16 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 16 of the Complaint.

17. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 17 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 17 of the Complaint.

18. Travelers denies each and every allegation contained in Paragraph 18 of the Complaint.

19. Travelers is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 19 of the Complaint and, therefore, Travelers denies each and every allegation contained in Paragraph 19 of the Complaint.

20. The allegations contained in Paragraph 20 consist of legal conclusions to which no response is required.

21. Travelers incorporates by reference its responses to the preceding Paragraphs 1 through 20.

AFFIRMATIVE DEFENSES

As and for its affirmative defenses to the Petitioner's assertion of entitlement to the benefits of limitation and exoneration, Travelers asserts the below. In addition to the Affirmative Defenses stated herein, Travelers reserves the right to assert any additional defenses that may become apparent during the course of discovery.

FIRST AFFIRMATIVE DEFENSE

Further answering, and by way of affirmative defense, Travelers states that the Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Further answering, and by way of affirmative defense, Travelers states that it may have additional defenses to Petitioner's Complaint, which may be revealed through discovery, and, accordingly, Travelers reserves the right to assert additional defenses if appropriate.

THIRD AFFIRMATIVE DEFENSE

Further answering, and by way of affirmative defense, Travelers states that Petitioner's security is improper in form under the applicable Admiralty Rules, does not include all vessels that be offending vessels under the law, and/or the security is insufficient in amount and for that reason such Complaint was not effectively or timely filed such that Petitioner's Complaint should be dismissed.

FOURTH AFFIRMATIVE DEFENSE

Further answering, and by way of affirmative defense, Travelers states that, in the event any money is paid by Petitioner to the surviving spouse of James Pigue and/or dependents of James Pigue, either by settlement and/or judgement and/or award, or in any other method whatsoever by which money is paid by Petitioner (or any affiliated insurance carrier) to the surviving spouse of James Pigue and/or dependents of James Pigue, related to events described in the Complaint, Travelers asserts its workers compensation subrogation lien pursuant to Section 287.150 RSMo and/or any other applicable section of the Missouri Workers Compensation Act. Furthermore, Travelers requests that the Court protect Travelers workers compensation lien to the fullest extent allowed by law.

WHEREFORE, having fully answered Petitioner's Complaint, Travelers prays that the Complaint herein for exoneration from or limitation of liability be denied; that the Court find that the allision, collision, and/or accident, and all damages, losses and expenses of any kind or nature whatsoever, resulting therefrom, were due to the fault and/or negligence of the Petitioner herein, and/or the unseaworthiness of the M/V DANNY BRADFORD, its master, crew, tow, and/or appurtenances and that the Petitioner's privity and knowledge precludes exoneration from or limitation of liability; that the Court protect Travelers workers compensation subrogation lien to the fullest extent allowed by law, and for such other and further relief as the Court deems just and proper.

CLAIM

Claimant, Travelers, by and through its undersigned counsel, as and for its Claim against Petitioner Central Contracting & Marine, Inc., hereby alleges upon information and belief as follows:

COUNT ONE: NEGLIGENCE WITHIN PETITIONER'S PRIVITY AND KNOWLEDGE

1. This Court has jurisdiction pursuant to 28 U.S.C. 1333 because this is dispute involving an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. This claim is further subject to this Court's jurisdiction as it arises under the same set of operational facts as the Petitioner's First Amended Complaint for Exoneration From or Limitation of Liability.

2. At all relevant times hereto, upon information and belief, Petitioner was the Owner and/or Operator of the M/V DANNY BRADFORD.

3. Claimant, Travelers Indemnity Company of America has provided, and will provide in the future, workers' compensation benefits on behalf of decedent James Pigue, pursuant to its policy of insurance with Thomas Industrial Coatings, Inc., as well as any applicable state, federal and common law.

4. At all relevant times, Petitioner operated the M/V DANNY BRADFORD in a negligent fashion by allowing the M/V DANNY BRADFORD to collide with the Eads Bridge on or about July 16, 2015, causing damage which includes, but is not limited to, the death of James Pigue.

5. At all relevant times, Petitioner negligently navigated the M/V DANNY BRADFORD by allowing it to collide with the Eads Bridge on or about July 16, 2015.

6. At all relevant times, Petitioner had actual or constructive knowledge of said negligence and had privity and knowledge of the manner in which the vessel was used and/or operated at all relevant times.

7. As a direct result of Petitioner's negligence and failure to exercise due care, as well as Petitioner's privity and knowledge, the Claimant suffered damages.

WHEREFORE, the Claimant prays for judgment as follows:

1. Dismissal of Petitioner's Complaint for Exoneration From and Limitation of Liability, with prejudice;

2. Allowance for Claimant to pursue its claim to the full extent of the damages realized as a result of the incident;

3. Judgment in favor of Claimant for any and all damages incurred as a result of Petitioner's negligence as may be determined by this court;

4. The Court protect Travelers workers compensation subrogation lien to the fullest extent allowed by law; and

5. Any and all equitable and other relief this Court deems just and appropriate.

Respectfully submitted,

HARRIS DOWELL FISHER & HARRIS, L.C.

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CERTIFICATE OF SERVICE

The undersigned certifies that service was made by means of the Notice of Electronic Filing, this 31st day of August, 2015, to the following counsel of record:

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